

Exhibit G

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Shutterstock License Agreement(s)

Terms of Service

The current Terms of Service are printed below. To view previous versions of the Terms of Service, [click here](#).

Dear Shutterstock Customer:

The following Terms of Service ("TOS") is a legal agreement between you or the employer or other entity on whose behalf you are entering into this agreement ("you" or "Customer") and Shutterstock (as such term is defined in Part V Section 24 below) and sets forth the rights and obligations with respect to any Content licensed by you.

Please revisit this TOS when you purchase any Content licenses. Shutterstock reserves the right to modify the TOS at any time in its sole discretion. Prior to such changes becoming effective, Shutterstock will use reasonable efforts to notify you of any such change. Such notice may be made by email to the email address on file in your Shutterstock account, an announcement on this page, your login page, and/or by other means. Modifications to this TOS will only apply to prospective purchases (including any automated renewals). By licensing Content following any such modifications, you agree to be bound to the TOS as modified.

THIS IS A SINGLE SEAT LICENSE AUTHORIZING ONE NATURAL PERSON TO LICENSE, DOWNLOAD AND USE CONTENT. UNLESS YOU UPGRADE TO A ["TEAM SUBSCRIPTION"](#) OR ["PREMIER PLATFORM"](#) ACCOUNT, NO OTHER PERSONS (INCLUDING EMPLOYEES, CO-WORKERS OR INDEPENDENT CONTRACTORS) MAY ACCESS YOUR ACCOUNT OR USE CONTENT LICENSED THROUGH YOUR ACCOUNT.

IF YOU PURCHASE A ["TEAM SUBSCRIPTION"](#) THE RIGHT TO LICENSE, DOWNLOAD AND USE CONTENT IS LIMITED TO THE NUMBER OF USERS PERMITTED BY THAT TEAM SUBSCRIPTION. SHUTTERSTOCK'S ["PREMIER PLATFORM"](#) GRANTS ACCESS AND USAGE RIGHTS TO UNLIMITED USERS AMONG OTHER ADDITIONAL RIGHTS.

IF YOU ARE PURCHASING A SUBSCRIPTION TO A SHUTTERSTOCK SERVICE, SUCH SERVICE IS SUBJECT TO THE SOFTWARE-AS-A-SERVICE TERMS AVAILABLE ["HERE"](#)

If you require access and usage rights for more than one natural person, please contact Customer Service (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452

Email: [Customer Support](#) or our [Premier Team](#)). For clarity, if a user is acting in an employment capacity, the employer will be deemed the licensee for the purposes of the license.

- ["Content"](#) means all content available for license from the Shutterstock website, including Images, Video, Editorial, and Music (as defined herein.)
- ["Video"](#) means any moving images, animations, films, videos or other audio/visual representations, video elements, visual effects elements, templates, graphics packs, and motion design projects excluding still images, recorded in any format (a/k/a "Footage" in prior versions of the TOS).
- ["Image\(s\)"](#) means still photographs, vectors, drawings, graphics, and the like.
- ["Music"](#) means any musical compositions, master recordings, and any other recordings containing sounds or a series of sounds, in all formats, now known and hereinafter developed.
- ["Editorial"](#) means still photographs and video appearing under the Editorial tab/section.
- ["Visual Content"](#) shall refer collectively to Editorial, Images, and Video.

1. PART I – VISUAL CONTENT LICENSES

1.1 Shutterstock hereby grants you a non-exclusive, non-transferable right to use, modify

1. PART I – VISUAL CONTENT LICENSES

1.1 Shutterstock hereby grants you a non-exclusive, non-transferable right to use, modify (except as expressly prohibited herein) and reproduce Visual Content worldwide, in perpetuity, as expressly permitted by the applicable license and subject to the limitations set forth herein:

a. IMAGE LICENSES

i. A STANDARD IMAGE LICENSE grants you the right to use Images:

1. As a digital reproduction, including on websites, in online advertising, in social media, in mobile advertising, mobile "apps", software, e-cards, e-publications (e-books, e-magazines, blogs, etc.), email marketing and in online media (including on video-sharing services such as YouTube, Dailymotion, Vimeo, etc., subject to the budget limitations set forth in sub-section I.a.i.4 below);
2. Printed in physical form as part of product packaging and labeling, letterhead and business cards, point of sale advertising, CD and DVD cover art, or in the advertising and copy of tangible media, including magazines, newspapers, and books provided no Image is reproduced more than 500,000 times in the aggregate;
3. As part of an "Out-of-Home" advertising campaign, including on billboards, street furniture, etc., provided the intended audience for such campaign is less than 500,000 gross impressions.
4. Incorporated into film, video, television series, advertisement, or other audio-visual productions for distribution in any medium now known or hereafter devised, without regard to audience size, provided the budget for any such production does not exceed USD \$10,000;
5. For your own personal, non-commercial use (not for resale, download, distribution, or any commercial use of any kind)

ii. AN ENHANCED IMAGE LICENSE grants you the right to use Images (which rights are in addition to 1-5 above and exclusive to Enhanced Image Licenses):

1. In any manner permitted under a Standard Image License, without any limitation on the number of reproductions, impressions, or budget;
2. Incorporated into merchandise intended for sale or promotional distribution (collectively "Merchandise"), including, without limitation, textiles, artwork, magnets, wall-art, calendars, toys, stationery, greeting cards, and any other physical reproduction for resale or distribution, provided that such Merchandise incorporates material creative or functional elements apart from the Image(s).
3. In wall art (and without requiring further creative or functional elements) for decorative purposes in a commercial space owned by you or your client, and not for sale.
4. Incorporated as elements of digital templates for sale or distribution.

iii. If the Standard or Enhanced Image licenses do not grant the rights you require please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

b. VIDEO LICENSES

i. A STANDARD VIDEO USE LICENSE grants you the right to use Video:

1. in a multi-media production displayed or distributed via the web, on social media, using so-called "Apps", or as otherwise disseminated in accordance herewith (see restrictions for distribution limitations), provided the audience for such production does not exceed 500,000, it being understood that the use of Video in a multi-media production distributed via broadcast, cable network, OTT video service, or in theaters is expressly prohibited under this license, irrespective of audience size;
2. in connection with a live performance, provided the audience for all such performances does not exceed 500,000 people;

understood that the use of Video in a multi-media production distributed via broadcast, cable network, OTT video service, or in theaters, expressly prohibited under this license, irrespective of audience size;

2. in connection with a live performance, provided the audience for all such performances does not exceed 500,000 people;
3. on websites.

ii. AN ENHANCED VIDEO USE LICENSE grants you the right to use Video:

1. in a multi-media production displayed or distributed via the web, on social media, using so-called "Apps", and expressly including the right to distribute via broadcast, cable network, OTT video service, or in theaters, with no limitation on audience size;
2. in connection with a live performance, with no limitation on audience size;
3. In Digital Templates for resale, for up to (but not exceeding) 1,000 licenses to such digital templates;
4. on websites.

iii. If the Video Use License does not grant the rights you require, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

iv. A VIDEO COMP LICENSE grants you the right to use watermarked, low resolution Video as a comp (the "Comp Video") solely in test, sample, comp, or rough cut evaluation materials. Video Comp Licenses do not permit you to display or distribute to the public or incorporate into any final materials any such Video. Comp Video can be edited, but you may not remove or alter the Shutterstock watermark. Comp Video is available to license under the Video Use License at the time it is downloaded as Comp Video, but Shutterstock makes no guarantees and shall have no obligation to ensure that Comp Video will be available for license at any time thereafter.

c. EDITORIAL LICENSE

i. AN EDITORIAL LICENSE grants you the right to make a single, editorial use of an item of Editorial content, which single use may be distributed worldwide, in perpetuity.

ii. A "single use" for the purposes of this license permits the use of Editorial content in a single context (i.e., a news story, blog post, page of a publication) a single time, provided you shall have the right to distribute that use in-context across unlimited mediums and distribution channels. For example, the use of Editorial content to illustrate a printed article, maybe reused on a blog, on social media, etc., provided it is in-context to the original printed article. Any use not in-context to the original printed article would require an additional license.

iii. An "editorial use" for the purposes of this license shall be a use made for descriptive purposes in a context that is newsworthy or of human interest and expressly excludes commercial uses such as advertising or merchandising.

iv. Any use of Editorial Content licensed hereunder is further subject to those express restrictions set forth in Part I, Section 4 (prohibiting any use distributed via broadcast/cable/OTT, on publication covers, and in print runs in excess of 500,000) as well as any "special restrictions" (e.g., geographical or industry-specific usage restrictions) indicated on the image detail page and/or included in the metadata attached to an item of Editorial Content.

v. All Editorial content shall be deemed "Editorial Use Only" for the purposes of this TOS.

vi. Not all Editorial content is available for license from the Shutterstock website, nor may it be available from all subscriptions. You understand that the Editorial content available for license can change at any time and you shall have no right to demand to license any particular item of Editorial content. If you want to license any Editorial content not available for license from the website, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

1.2 RESTRICTIONS ON USE OF VISUAL CONTENT
YOU MAY NOT:

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YOU MAY NOT:

- a. Use Visual Content other than as expressly provided by the license you purchased with respect to such Visual Content.
- b. Portray any person depicted in Visual Content (a "Model") in a way that a reasonable person would find offensive, including but not limited to depicting a Model: a) in connection with pornography, "adult videos", adult entertainment venues, escort services, dating services, or the like; b) in connection with the advertisement or promotion of tobacco products; c) in a political context, such as the promotion, advertisement or endorsement of any party, candidate, or elected official, or in connection with any political policy or viewpoint; d) as suffering from, or medicating for, a physical or mental ailment; or e) engaging in immoral or criminal activities.
- c. Use any Visual Content in a pornographic, defamatory, or deceptive context, or in a manner that could be considered libelous, obscene, or illegal.
- d. Modify Visual Content designated "Editorial Use Only" in a manner that changes the context of what is depicted.
- e. Use Visual Content designated "Editorial Use Only" (including, but not limited to, Editorial content) for commercial purposes, including for reference, in any advertising, merchandise or other non-editorial contexts.
- f. Resell, redistribute, provide access to, share or transfer any Visual Content except as specifically provided herein. For example and not by way of limitation, the foregoing prohibits displaying Content as, or as part of, a "gallery" of content through which third parties may search and select from such content.
- g. Use Visual Content in a manner that infringes upon any third party's trademark or other intellectual property, or would give rise to a claim of deceptive advertising or unfair competition.
- h. Use any Visual Content (in whole or in part) as a trademark, service mark, logo, or other indication of origin, or as part thereof.
- i. Falsely represent, expressly or by way of reasonable implication, that any Visual Content was created by you or a person other than the copyright holder(s) of that Visual Content.

1.3 RESTRICTIONS SPECIFIC TO VIDEO

- a. Use "stills" derived from Video except solely in connection with the in-context marketing, promotion, and advertising of your derivative works incorporating Video.

1.4 RESTRICTIONS SPECIFIC TO EDITORIAL

- a. Use any Editorial content in a multi-media production distributed via broadcast, cable network, OTT video service (e.g. Netflix, Hulu, Amazon), or in theaters, or in related promotional materials.
- b. Use any Editorial content on a publication cover, jacket, or other packaging related to the underlying use.
- c. Use any Editorial content in a publication with a print run in excess of 500,000 copies.

1.5 CREDIT AND COPYRIGHT NOTICES

- a. The use of Images and Video in connection with news reporting, commentary, publishing, or any other "editorial" context, shall be accompanied by an adjacent credit to the Shutterstock contributor and to Shutterstock in substantially the following form:
 "Name of Artist/Shutterstock.com"
- b. Editorial credits shall take the following form:
 "Name of Artist / Agency / Shutterstock"
- c. If and where commercially reasonable, the use of Images or Video in Merchandise or an audio-visual production shall be accompanied by a credit to Shutterstock in substantially the following form:
 "Image(s) or Video (as applicable), used under license from Shutterstock.com"

- "Name of Artist / Agency / Shutterstock"
- c. If and where commercially reasonable, the use of Images or Video in Merchandise or an audio-visual production shall be accompanied by a credit to Shutterstock in substantially the following form:
"Image(s) or Video (as applicable), used under license from Shutterstock.com"
- d. Credit attributions are not required in connection with any other use of Video or Images unless another stock content provided is afforded credit in connection with the same use. For clarity, attribution is always required for Editorial content.
- e. In all cases the credit and attribution shall be of such size, color and prominence so as to be clearly and easily readable by the unaided eye.

2. PART II - MUSIC LICENSES

2.1 For the purposes of Part II of this TOS, the terms below shall have the following meanings:

- a. "Advertising" means a Production of not more than three-minutes in duration, that conveys an openly-sponsored, non-personal message to promote or sell a product and/or service.
- b. "Entertainment Production" means a Production that is not Advertising and intended for entertainment purposes.
- c. "DVD" means any tangible device now or hereafter devised, including without limitation, DVDs and Blu-ray discs, on which is recorded the Production and which can be accessed through a DVD or Blu-ray player or other hardware capable of playing such tangible device.
- d. "Production" means: (i) one (1) audio-visual project in which Licensed Music is synchronized in timed relation with moving or still images; or (ii) one (1) audio-only project in which Licensed Music is synchronized to narration in the context of a podcast episode, radio documentary, or radio advertisement (each such permitted use inclusive of so-called 'cut down' versions thereof).
- e. "Licensed Music" means the Music made available as part of the Content and accessible via <https://www.shutterstock.com/music/search>
- f. "Personal Use" means, in respect of a Production distributed via a Video Sharing Platform, a Production in respect of which not more than USD\$4,999 has been spent (in aggregate) promoting, advertising, and/or marketing such Production.
- g. "PRO-free Music" means those selections of Licensed Music tagged as "PRO-free".
- h. "Websites" means all online use (accessed via a web-browser, and not, for clarity, via an application), excluding Social Media Platforms (and similar or analogous platforms not expressly mentioned herein) and Video Sharing Platforms (and similar or analogous platforms not expressly mentioned herein);
- i. "Social Media Platforms" means Instagram, Facebook, Twitter, Twitch, TikTok, and such additional platforms as Shutterstock shall determine in its sole and absolute discretion.
- j. "Television" means linear television programming distributed via broadcast, satellite, so-called 'IPTV', and/or cable television, but specifically excludes OTT video services (e.g. Netflix, Hulu, Amazon, Disney+, Apple+, and similar or analogous services);
- k. "Video Sharing Platform" means YouTube (www.youtube.com), Vimeo (www.vimeo.com), and such additional web-based video-sharing platforms as Shutterstock shall determine in its sole and absolute discretion.
- l. "Pilot" means a Production, not to exceed 44 minutes in duration, which constitutes an initial episode of a potential series;
- m. "Public Broadcaster" means a broadcast television undertaking funded predominantly by government and/or viewer support, on a not-for-profit basis, including without limitation, PBS in the United States;
- n. "Podcast Distribution Platform" means any online portal through which podcasts may be accessed, streamed, and/or downloaded.
- o. "Student Project" means, in respect of any Production, or other permitted use herein (other than Advertising), one that is non-commercial, and undertaken by a student as

- preparation by government and/or other support, and not for profit uses, including without limitation, PBS in the United States;
- n. "Podcast Distribution Platform" means any online portal through which podcasts may be accessed, streamed, and/or downloaded.
 - o. "Student Project" means, in respect of any Production, or other permitted use herein (other than Advertising), one that is non-commercial, and undertaken by a student as part of a course of study with an accredited educational institution.
 - p. "Theatrical Use" means exhibition in commercial cinemas;

2.2 MUSIC LICENSES

Shutterstock grants you a non-exclusive, non-transferable right to synchronize Licensed Music in a Production, which Production may be distributed worldwide, in perpetuity, pursuant to the license you purchase (from among the two license types set forth below), and subject to the restrictions set forth in Part II Section 3 hereof:

- a. **STANDARD MUSIC LICENSE:** A "Standard Music License" grants you the following rights and entitlements (for clarity, all rights and entitlements detailed in the Enhanced License are expressly excluded from the Standard Music License):
 - i. the non-exclusive right to synchronize Licensed Music in timed relation with a Production distributed via, or otherwise made available, or hosted via:
 - 1. Websites;
 - 2. Social Media Platforms;
 - 3. Video Sharing Platforms provided such distribution is for Personal Use only; and
 - 4. Podcast Distribution Platforms, but solely in respect of audio-only Productions, in the nature of a podcast.
 - 5. Theatrical Use, but solely in respect of Student Projects
 - ii. the non-exclusive right to reproduce and perform Licensed Music in, and in connection with, plays and similar live performances, but solely to the extent the same are Student Projects.
- b. **ENHANCED MUSIC LICENSE:** An "Enhanced Music License" grants you the same rights as under a Standard Music License together with the non-exclusive right to synchronize Licensed Music in timed relation with a Production, including all forms of Advertising, distributed via:
 - i. Television, in a single country, provided that any distribution of an Entertainment Production via Television shall be further restricted to a Pilot only; or that which is commissioned by, and available solely via a Public Broadcaster;
 - ii. Radio, in a single country;
 - iii. physical point of sale locations, trade shows, in-store displays, and industrial events, provided in all cases such use is restricted to a single country;
 - iv. DVD, but not to exceed 1000 copies;
 - v. computer software applications (including mobile applications, or "apps", and video games), but not to exceed 1000 copies or downloads (in aggregate).
- c. **COMP MUSIC LICENSE:** A Comp Music License grants you the right to synchronize watermarked Music solely in test, sample, comp, or rough cut evaluation materials related to a Production. The Comp Music License expressly prohibits distributing Music to the public in any form or incorporating Music into any final materials. You may not remove or alter the Shutterstock watermark from Music under any circumstances

2.3 RESTRICTIONS ON THE USE OF MUSIC.

YOU MAY NOT:

- a. Sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute to any third-party the Licensed Music or the right to use the Licensed Music separate and apart from the Production in which (pursuant to your license) it is embodied;
- b. Resell, redistribute, provide access to, share or transfer any Licensed Music except as specifically provided herein;
- c. Manufacture, distribute, sell or otherwise exploit "records", CDs, mp3s or any other audio product embodying sound alone which incorporates Licensed Music, other than an audio-only Production expressly described in the definition of "Production"

apart from the Production in which (pursuant to your license) it is embodied, and you shall not transfer the Licensed Music to any third party, except as specifically provided herein;

- c. Manufacture, distribute, sell or otherwise exploit "records", CDs, mp3s or any other audio product embodying sound alone which incorporates Licensed Music, other than an audio-only Production expressly described in the definition of "Production" above. For the purpose of this sub-section the term "records" means all forms of reproductions, whether now known or hereafter devised, manufacture or distributed primary for home use, school use, or juke box use, embodying sound alone (excluding synchronized material);
- d. Use the Licensed Music in connection with other material that is pornographic, defamatory, libelous, obscene, immoral, illegal or that otherwise violates any right(s) of any third party(ies);
- e. Violate export laws, restrictions or regulations, by shipping, transferring or exporting Music into any country in violation of any export laws, restrictions or regulation;
- f. Use, sell, sublicense, reproduce, distribute, display, incorporate into or otherwise make Licensed Music, in whole or in part, available as, or as part of, production library content, or downloadable files or include the Licensed Music or any derivative work incorporating the Licensed Music in any other stock product, library, or collection;
- g. Remix, mashup, or otherwise alter the Licensed Music, except that you may engage in basic editing of the Licensed Music (e.g., setting start/stop points, determining fade-in/fade-out points, etc.) in connection with the exercise of the license granted under this agreement;
- h. Use Licensed Music in an audio-only Production in which music is the primary content.

2.4 Except for the PRO-free Music in the event any public performance licenses are required in connection with your use of the Licensed Music as authorized under this TOS, you shall be responsible for obtaining such licenses at your sole expense. Notwithstanding anything to the contrary contained in this TOS: (a) in the event the laws of any jurisdiction require that, in order to avoid infringement or the violation of any third party rights, licenses be obtained from collection societies or similar entities for or in connection with activities otherwise authorized under this TOS, you shall be responsible for obtaining and paying for such licenses at your sole expense; and (b) this agreement does not include any so-called "moral rights" or like rights. You will file complete and accurate "cue sheets" with the appropriate Performing Rights Organization(s) and furnish a copy of each such cue sheet to Shutterstock via email to cuesheets@shutterstock.com. This obligation shall apply to all Licensed Music other than the PRO-free Music.

2.5 Notwithstanding the foregoing or anything to the contrary herein, and in respect of the PRO-free Music, you acknowledge and agree that nothing herein shall preclude Shutterstock from making a claim for a share of any so-called "black box" funds or any funds paid, or payable, by any collection society or otherwise by way of general distribution on a country by country basis. In addition, in the event that any PRO-free Music is publicly performed (or made available for performance) by any entity engaged in the exhibition or other transmission of programming (each a "Downstream Distributor"), and such exhibition gives rise to the payment by such Downstream Distributor of fees or royalties to a performing rights organization in any jurisdiction, nothing herein shall preclude Shutterstock from making a claim for a share of such monies, it being acknowledged that where a Downstream Distributor is not licensed for the performance of Music through licenses with performing rights organizations, then the use of the PRO-free Music as incorporated into a Production distributed, exhibited, and/or transmitted by such *Downstream Distributor shall be deemed to be direct and there shall be no obligation (created herein) upon such Downstream Distributor to obtain any license from any performing rights organization in respect of such use.

2.6 You may publish Productions incorporating Music on third party "user-generated" content distribution platforms (e.g., YouTube) (each a "UGC Platform"). You may not claim ownership of the Music or otherwise register any Music with any UGC Platform even as synchronized with your own Production. If you become aware that any third party claims any ownership interests in any Music, you agree to promptly notify Shutterstock of each such claim.

content distribution platforms (e.g., YouTube) (each a "UGC Platform"). You may not claim ownership in the Music or otherwise register any Music with any UGC Platform, even as synchronized with your own Production. If you become aware that any third party claims any ownership interests in any Music, you agree to promptly notify Shutterstock of each such claim.

2.7 When incorporating the Music in the type of Production in which copyright attribution is customary, you shall provide credit in substantially the following form:
 "[Music Title] performed by [Artist], used under license from Shutterstock"

3. PART III - WARRANTIES AND REPRESENTATIONS

3.1 Shutterstock warrants and represents that:

- a. Shutterstock's contributors have granted Shutterstock all necessary rights in and to the Content to grant the rights set forth in Part I or Part II as applicable.
- b. Video and Images in its original unaltered form and used in full compliance with this TOS and applicable law, will not: i) infringe any copyright, trademark or other intellectual property right; ii) violate any third parties' rights of privacy or publicity; iii) violate any US law, statute, ordinance, or regulation; or iv) be defamatory, libelous, pornographic or obscene.
- c. Editorial content in the original unaltered form and used in full compliance with this TOS and applicable law, will not infringe a third party's copyright, it being understood that the foregoing warranty does not apply to elements depicted in the Editorial content.

3.2 While Shutterstock makes commercially reasonable efforts to ensure the accuracy of keywords and descriptions, as well as the integrity of Visual Content designated "Editorial Use Only", SHUTTERSTOCK MAKES NO WARRANTIES AND/OR REPRESENTATIONS REGARDING ANY: I) KEYWORD, TITLES OR DESCRIPTIONS; OR II) AUDIO IN VIDEO. For the sake of clarity, Shutterstock will not indemnify or have any liability in respect of any claims arising from inaccurate keyword, titles or descriptions, any audio in Video.

3.3 SHUTTERSTOCK MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OTHER THAN THOSE EXPRESSLY MADE IN THIS "WARRANTIES AND REPRESENTATIONS" SECTION.

4. PART IV - INDEMNIFICATION AND LIABILITY

4.1 Subject to the terms hereof, and provided that you have not breached the terms of this or any other agreement with Shutterstock, Shutterstock will defend, indemnify, and hold you harmless up to the applicable "Limit of Liability" set forth below. Such indemnification is solely limited to Customer's direct damages arising from a third-party claim directly attributable to Shutterstock's breach of the express warranties and representations made in Part III hereof, together with associated expenses (including reasonable attorneys' fees). Indemnification is conditioned upon you notifying Shutterstock, in writing, of any such claim or threatened claim, no later than five (5) business days from the date you know or reasonably should have known of the claim or threatened claim. Such notification must include all details of the claim then known to you (e.g., the use of Content at issue, the name and contact information of the person and/or entity making the claim, copies of any correspondence received and/or sent in connection with the claim). The notification must be emailed to Shutterstock at legal-notice@shutterstock.com, with a hard copy to Shutterstock, 350 5th Avenue, 21st Floor, New York, New York, 10118, Attention: General Counsel, via certified mail, return receipt requested; or ii) overnight courier, recipient's signature required. Shutterstock shall have the right to assume the handling, settlement or defense of any claim or litigation to which this indemnification applies. You agree to cooperate with Shutterstock in the defense of any such claim and shall have the right to participate in any litigation at your own expense. You agree that Shutterstock is not liable for any legal fees and/or other costs incurred by you or on your behalf prior to Shutterstock having a reasonable opportunity to analyze such claim's validity.

4.2 Shutterstock shall not be liable for any damages, costs or losses arising as a result of modifications made to the Content or due to the context in which you use the Content.

4.3 Limits of Liability: Shutterstock's total maximum aggregate obligation and liability (the "Limit of Liability") arising out of each of Customer's:

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4.3 Limits of Liability: Shutterstock's total maximum aggregate obligation and liability (the "Limit of Liability") arising out of each of Customer's:

1. Standard Image Licenses shall be USD \$10,000.
2. Enhanced Image Licenses shall be USD \$250,000.
3. Standard and Enhanced Video Use Licenses shall be USD \$10,000.
4. Editorial Licenses shall be USD \$25,000.
5. Standard or Enhanced Music Licenses shall be limited to the license fee paid by you for the applicable Music asset.

If you have questions about the foregoing, please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#))

4.4 You will indemnify and hold Shutterstock, its officers, employees, shareholders, directors, managers, members and suppliers, harmless against any damages or liability of any kind arising from any use of the Visual Content other than the uses expressly permitted by this TOS. You further agree to indemnify Shutterstock for all costs and expenses that Shutterstock incurs in the event that you breach any of the terms of this or any other agreement with Shutterstock.

5. PART V - ADDITIONAL TERMS

5.1 Except when required by law, Shutterstock shall be under no obligation to issue refunds under any circumstances. All fees are non-refundable, even if your subscription is terminated before its expiration. You authorize Shutterstock to charge you all subscription fees for the duration of the term agreed to at the time of purchase. In the event that Shutterstock determines that you are entitled to a refund of all or part of the fees you paid, such refund shall be made using the payment method originally used by you to make your purchase. If you reside in the European Union and you cancel your account within fourteen (14) days of making payment to Shutterstock, provided that you have not yet downloaded or licensed any Visual Content, Shutterstock, will refund the payment made by you in connection with such cancelled account. To cancel your account, *please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#)).*

5.2 Following the expiration of your subscription plan, such plan will automatically renew on the same terms as your original plan purchase. You can disable automatic renewal at any time prior to renewal using your account settings. You expressly grant Shutterstock the right to charge you for each automatic renewal until you timely disable automatic renewal.

5.3 The fees charged by Shutterstock are exclusive of taxes, and all such taxes, direct or indirect, shall be in addition to any fees related to the products you are buying. If Shutterstock is required to collect indirect and/or transactional taxes (such as sales tax, value-added tax, goods and services tax, et al) under the laws of your state or country of residence, you shall be liable for payment of any such indirect tax. Where Shutterstock or you are required to collect or remit direct or indirect taxes, you may be required to self-assess said tax under the applicable laws of your country of residence.

5.4 "Non-transferable" as used herein means that except as specifically provided in this TOS, you may not sell, rent, load, give, sublicense, or otherwise transfer to anyone, Content or the right to use Content. You may however, make a one-time transfer of Content to a third party for the sole purpose of causing such third party to print and/or manufacture your goods incorporating Content subject to the terms and conditions herein. If you become aware that any social media website uses any Content in a manner that exceeds your license hereunder, you agree to remove all derivative works incorporating Content from such Social Media Site, and to promptly notify Shutterstock of each such social media website's use. You agree to take all commercially reasonable steps to prevent third parties from duplicating any Content. If you become aware of any unauthorized duplication of any Content *please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](#)).*

5.5 If you are a U.S. resident, please contact Customer Service at 1-866-663-3954.

from such Social Media Site, and to promptly notify Shutterstock of each such social media website where you have posted any Content that is subject to this TOS. You agree to indemnify Shutterstock and its agents from and hold them harmless from any and all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Shutterstock or its agents in connection with such claims, damages, and expenses, and to promptly notify Shutterstock of each such claim, damage, and expense as it becomes aware of it. You agree to hold Shutterstock and its agents harmless from any and all claims, damages, and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Shutterstock or its agents in connection with such claims, damages, and expenses, and to promptly notify Shutterstock of each such claim, damage, and expense as it becomes aware of it. If you become aware of any unauthorized duplication of any Content please contact Customer Service. (Phone: Inside US 1-866-663-3954, Outside US 1-646-419-4452 Email: [Customer Support](mailto:CustomerSupport@shutterstock.com)).

5.5 Upon notice from Shutterstock or if you learn that any Content is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Shutterstock may be liable, or if Shutterstock removes any Content due to perceived business risk as determined in Shutterstock's reasonable discretion and gives you notice of such removal, you will remove the Content from your computer systems and storage devices (electronic or physical) and, if possible, cease any future use of the removed Content at your own expense. Shutterstock shall provide you with comparable Content (which comparability will be determined by Shutterstock in its reasonable commercial judgment) free of charge, but subject to the terms and conditions of this TOS.

5.6 If you use any Content as part of work product created for or delivered to a client or customer, you will disclose the identities of such clients or customers to Shutterstock, upon Shutterstock's reasonable request.

5.7 Arbitration.

1. Any controversy or claim arising out of or relating to this TOS, or the breach thereof, shall be settled by binding individual (not class) arbitration administered under the Commercial Arbitration Rules of the American Arbitration Association or of the International Centre for Dispute Resolution in effect on the date of the commencement of arbitration, rather than in court, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The place of arbitration shall be the state and county of New York. The language of the arbitration shall be English. There shall be one arbitrator to be mutually agreed by the parties. Each party shall bear its own costs in the arbitration. Both parties agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack) (iii) any claim arising solely from Customer's alleged failure to pay fees due to Shutterstock. This arbitration provision will survive termination of this TOS.
2. YOU AND SHUTTERSTOCK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both you and Shutterstock agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Shutterstock acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable disputes under this TOS.
3. If a court decides that applicable law precludes enforcement of any of the limitations in this Part V, Section 7 as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

5.8 Neither party may assign this agreement, without the prior written approval of the other party, except that Shutterstock may assign this agreement to a subsidiary, an affiliated company within the Shutterstock group, the entity that results from a merger or other corporate reorganization involving Shutterstock, or an entity that acquires all or substantially all of Shutterstock's assets or capital stock.

5.9 This TOS shall be construed neither against nor in favor of any party, but rather in accordance with the fair meaning of the language hereof. This TOS is governed by and shall be construed in accordance with the laws of the applicable jurisdiction set forth in Section 5.24, without respect to its conflict of laws principles.

5.10 If you are entering into this TOS on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Shutterstock for any breach of the terms of this TOS. You hereby grant Shutterstock the undivided, non-

5.10 If you are entering into this TOS on behalf of your employer or other entity, you warrant and represent that you have the full right and authority to do so. In the event that you do not have such authority, you agree that you will be personally liable to Shutterstock for any breaches of the terms of this TOS. You hereby grant Shutterstock a worldwide, non-exclusive, limited license to use your trademarks in Shutterstock's promotional materials, including a public customer list. Shutterstock's use of your trademarks shall at all times conform to your then-current trademark use policies as made available to Shutterstock and shall at all times inure to your benefit. Shutterstock further agrees that it will use commercially reasonable efforts to terminate any particular use of your trademark no later than thirty (30) days from the date of receipt by Shutterstock of your email request to legal-notice@shutterstock.com.

5.11 The number of Content downloads available to you is determined by the product you purchase. For the purposes of this TOS, a day is defined as the twenty four (24) hour period beginning at the time your product is purchased. A month is defined as a calendar month beginning on and including the date that you purchase your product and ending on that date which is the earlier of (i) the same date as your purchase in the following month or (ii) the last day of the following month. By way of example, if you purchase a monthly subscription on March 5, it will renew on April 5. If you purchase a monthly subscription on August 31, your subscription will renew on September 30.

5.12 Unless otherwise specified in the coupon, any coupon or discount code applied to a purchase hereunder shall apply only to the first payment made in connection with such purchase.

5.13 If any individual term of this TOS is found to be invalid or unenforceable by any legal or regulatory body of competent jurisdiction, such finding will be limited solely to such invalid or unenforceable part, without affecting the remaining parts of such individual term, or any other part of this TOS, so that this TOS shall otherwise remain in full force and effect.

5.14 You expressly agree that any feedback provided to you by Shutterstock or its representatives regarding any questions you may have about this TOS or your use of Content licensed hereunder, is solely for the purpose of interpreting this TOS and is not legal advice. Shutterstock cannot render legal advice to you and expressly disclaims any liability of any kind related to any feedback provided by Shutterstock or its representatives.

5.15 It is expressly understood and agreed that this TOS is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended by this TOS as to third parties.

5.16 In the event that you breach any of the terms of this or any other agreement with Shutterstock, Shutterstock shall have the right to terminate your account without further notice, in addition to Shutterstock's other rights at law and/or equity. Shutterstock shall be under no obligation to refund any fees paid by you in the event that your account is terminated by reason of a breach.

5.17 Except as expressly set forth in the applicable license and warranties sections herein, Shutterstock grants no rights and makes no further warranties. Shutterstock only has model or property releases where expressly indicated on the Shutterstock website.

5.18 Shutterstock's liability under any individual license purchased hereunder shall not exceed the "Limit of Liability" applicable to the license in effect at the time you know or should have known of the claim, and is without regard to the number of times the subject Content is licensed or used by you.

5.19 Except as specifically provided in Part IV hereof, in no event, will Shutterstock's total aggregate liability to you or any third party claiming through you, arising out of or in connection with your use of or inability to use the Shutterstock websites and/or Content contained thereon (whether in contract, tort or otherwise) exceed the monetary amount actually received by Shutterstock from you for the applicable Content license.

5.20 Neither Shutterstock nor any of its officers, employees, managers, members, shareholders, directors or suppliers shall be liable to you or to any other person or entity

5.21 Except as expressly set forth in Part III, all Content is provided "as is" without warranty of any kind, either express or implied, including, but not limited to the implied warranties of non-infringement, merchantability, or fitness for a particular purpose. Some Content may contain elements that require additional clearance if the Content is modified or used in a particular context. If you make such modification or use Content in such context, you are solely responsible for obtaining any additional clearances thereby required.

5.23 In the event that you use fraudulent credit card information to open an account or otherwise engage in any criminal activity affecting Shutterstock, Shutterstock will promptly file a complaint with www.ic3.gov, the internet crime complaint center, a partnership between the [Federal Bureau of Investigation \(FBI\)](#) and the [National White Collar Crime Center](#).

Your Country of Residence	Shutterstock contracting party and "Shutterstock" hereunder	Choice of Law	Arbitration Location
United States, Canada, India, Brazil, Germany, Netherlands, France, Italy, Spain, Austria, Belgium, Greece, Portugal, Finland, Cyprus, Slovenia, Luxembourg, Malta, and Reunion	Shutterstock, Inc. 350 Fifth Avenue, 21st Floor, New York, NY 10118, United States.	New York	New York County, New York
Rest of World	Shutterstock Ireland Ltd. 34-37 Clarendon St, 2nd floor, Dublin 2, D02 DE61, Ireland.	Ireland	Dublin, Ireland

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5.22 Shutterstock does not warrant that the Content, Shutterstock websites, or other materials will meet your requirements or that use will be uninterrupted or error free. The entire risk as to the quality, performance and use of the Content is solely with you.

5.23 In the event that you use fraudulent credit card information to open an account or otherwise engage in any criminal activity affecting Shutterstock, Shutterstock will promptly file a complaint with www.ic3.gov, the internet crime complaint center, a partnership between the [Federal Bureau of Investigation \(FBI\)](#) and the [National White Collar Crime Center](#).

5.24 Shutterstock contracting party and choice of law. Subscriptions and purchases initiated before March 15, 2021 are contracted with Shutterstock, Inc., including all subsequent installment payments and automatic renewals until cancelled. Subscriptions from March 15, 2021 but before May 17, 2022, are contracted with the Shutterstock entity identified in the TOS in effect at the time of your initial purchase, including all subsequent installment payments and automatic renewals until cancelled. For new subscriptions and purchases initiated from May 17, 2022, your country of residence is the same as your billing address, as same is provided by you to Shutterstock in connection with your account.

Your Country of Residence	Shutterstock contracting party and “Shutterstock” hereunder	Choice of Law	Arbitration Location
United States, Canada, India, Brazil, Germany, Netherlands, France, Italy, Spain,Austria, Belgium, Greece, Portugal, Finland, Cyprus, Slovenia, Luxembourg, Malta, and Reunion	Shutterstock, Inc. 350 Fifth Avenue, 21st Floor, New York, NY 10118, United States.	New York	New York County, New York
Rest of World	Shutterstock Ireland Ltd. 34-37 Clarendon St, 2nd floor, Dublin 2, D02 DE61, Ireland.	Ireland	Dublin, Ireland

EFFECTIVE DATE: May 17, 2022

We have more than **415 million images** as of June 30, 2022.

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